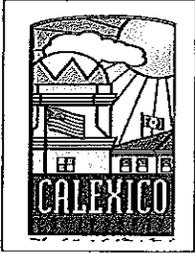


AGENDA
ITEM

7



AGENDA STAFF REPORT

DATE: October 2, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DD*

PREPARED BY: Sandra Taulef, Community Services Director

SUBJECT: Approval of Data Sharing Memorandum of Understanding between Calexico Unified School District and City of Calexico - Camarena Memorial Library Systems

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Recommendation:

Approval of Data Sharing Memorandum of Understanding between Calexico Unified School District and City of Calexico - Camarena Memorial Library Systems.

Background:

Since 2000, the Camarena Memorial Library has shared a library information system with the Calexico Unified School District. At this time, the system is going to be upgraded therefore the data will be uploaded into an off-site server. This MOU is a formal agreement for continued sharing of the data.

Discussion & Analysis:

The Camarena Memorial Library will be upgrading its system to Sierra which is a Cloud based system.

Fiscal Impact:

None.

Coordinated With:

None.

Attachments:

1. Memorandum of Understanding between the Calexico Unified School District and the City of Calexico.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALEXICO UNIFIED SCHOOL DISTRICT AND CITY OF CALEXICO - CAMARENA
MEMORIAL LIBRARY**

This Memorandum of Understanding, herein referred to as "MOU" is made and entered into this ___ day of _____, 2019 ("Effective Date") by and between Calexico Unified School District ("District"), a California public school district, and the City of Calexico ("City"), a municipal corporation of the State of California, for a collaboration between the District and the Camarena Memorial Library ("Library"). The District and City are herein collectively referred to in this MOU as "Parties" and individually referred to as "Party."

RECITALS

WHEREAS, the District is a public school district currently serving approximately 9,200 students at seven elementary schools, two middle schools, one high school (two campuses for 9th grade and 10th-12th grade), a continuation high school, and an adult education school in Imperial County;

WHEREAS, the City's Library provides traditional and innovative library services, using the latest technology, in a friendly atmosphere, reflecting Calexico's unique border character;

WHEREAS, the Parties would like to increase literacy and educational success of the District's students through comprehensive, strategic, and sustainable collaboration;

WHEREAS, the Parties mutually desire to develop an infrastructure to allow District students to gain access and use of the Library's electronic and print resources, as shown on the attached **Exhibit "A,"** through the use of the Library card;

WHEREAS, the District and the City understand that such services shall be provided at no cost to the District.

NOW, THEREFORE, the Parties agree to the following terms:

Section 1. Scope of Services.

The District and Library shall perform those services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

Section 2. Term of MOU.

The City shall commence providing Services under this MOU on the Effective Date, upon approval or ratification of the District's Governing Board, and will diligently perform as required and complete performance by June 30, 2022, unless this MOU is terminated and/or otherwise cancelled prior to that time ("Initial Term"). The City reserves the right, at its sole discretion, to extend the term of this MOU for up to two (2) three-year options by giving the District thirty (30) days advance written notice that the City is exercising its annual option. The Library's Community Services Director is authorized to give notice of renewal on behalf of the City.

Section 3. Independent Contractor.

The City, in the performance of this MOU, shall be and act as an independent contractor. The

City understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The City shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the City's employees. In the performance of the Services herein contemplated, the City is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

Section 4. Schedule of Performance.

The Services of the Library and District are to be completed according to the schedule set out in **Exhibit "B,"** entitled "Schedule of Performance," attached hereto and incorporated herein by this reference.

Section 5. Termination.

Either Party may, at any time, with or without reason, terminate this MOU. Written notice shall be sufficient to stop further performance of Services by the District and/or the City. Such termination shall be effective thirty (30) days after receipt of written notice from the terminating Party to the other Party. The Library's Community Services Director is empowered to terminate this MOU on behalf of the City.

Section 6. Indemnification.

To the furthest extent permitted by California law, the City shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the City. The District shall have the right to accept or reject any legal representation that City proposes to defend the indemnified parties.

Section 7. Insurance.

Both Parties shall maintain and provide evidence of self-insurance for the duration of this MOU. Each Party hereto will maintain insurance of the following:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

- 7.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the City, the District, and the State from claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising while performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 7.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the City shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this MOU are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 7.3 **Proof of Carriage of Insurance.** The City shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and Insurance policies shall include, or an endorsement shall be provided containing, the following:
- 7.3.1 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 7.3.2 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 7.4 **Acceptability of Insurers.** Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Section 8. Assignment.

The Parties may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other Party.

Section 9. Compliance with Laws.

The City shall observe and comply with all applicable rules and regulations of the Governing Board of the District and all applicable federal, state, and local laws, ordinances and regulations. The City shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If the City observes that any of the Services required by this MOU is at variance with any such laws, ordinance, rules or regulations, the City shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this MOU shall be

appropriately amended in writing, or this MOU shall be terminated effective upon the City's receipt of a written termination notice from the District. If the City knowingly performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the City shall bear all costs arising therefrom.

Section 10. Certificates/Permits/Licenses.

The City and all of the City's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this MOU.

Section 11. Anti-Discrimination.

The Parties agree that no discrimination shall be made in the employment of persons or provision of Services under this MOU because of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS/HIV status of such person. Each Party shall comply with any and all applicable regulations and laws governing nondiscrimination in employment and provision of Services.

Section 12. Limitation of District Liability.

Notwithstanding any other provision of this MOU, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU for the Services performed in connection with this MOU.

Section 13. Confidentiality.

The City and all of the City's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. The City understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU.

To ensure the continued confidentiality and security of the student and student parent data processed, stored, or transmitted under this MOU, the Parties shall establish a system of safeguards that will at minimum include the following:

- 13.1 Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this Section of the MOU.
- 13.2 All designated members, staff and faculty at Parties Involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- 13.3 Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data

provided under this MOU.

- 13.4 Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
- 13.5 Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- 13.6 The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this MOU.

Section 14. Return of Records.

Upon termination of this MOU or expiration of its Initial Term, the Library shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the City's care, custody, possession, or control and which are District's property or relate to District's business or prepared specifically for the District.

Section 15. Conflict of Interest.

The District shall avoid all conflict of interest or appearance of conflict of interest in performance of this MOU. As of the Effective Date, the District's employees assigned to perform Services ("District's Assigned Employees") as specified in **Exhibit "A,"** entitled Scope of Services, of this MOU shall not be required to complete and file a Form 700 with the City's Clerk. In the event that the City subsequently determines to require the District's Assigned Employees to complete and file a Form 700 with the City's Clerk, the City will notify the District in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). The District shall cause the District's Assigned Employees to complete and file the Form 700 with the City's Clerk and to submit a copy to the Library's Community Services Director, in accordance with the Instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

Section 16. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>To District:</u> Calexico Unified School District 901 Andrade Avenue Calexico, CA 92231 FAX: _____ ATTN: Carlos Gonzales, Superintendent	<u>To City:</u> City of Calexico / Camarena Memorial Library 850 Encinas Avenue Calexico, CA 92231 FAX: _____ ATTN: David Dale, City Manager
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Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. California Law.

This MOU shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Imperial County.

Section 18. Waiver.

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 19. Attorney Fees/Costs.

Should litigation be necessary to enforce any terms or provisions of this MOU, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

Section 20. Entire Agreement; Modification.

This MOU, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. The City shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The City specifically acknowledges that in entering this MOU, the City relies solely upon the provisions contained in this MOU and no others.

Section 21. Severability.

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereon shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Section 22. Exhibits "A" and "B."

Each exhibit attached hereto is hereby incorporated by this reference and made a part of the MOU.

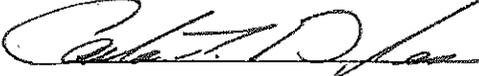
IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date indicated below.

Dated: 9/23, 2019

Dated: _____, 2019

CALEXICO UNIFIED SCHOOL DISTRICT

CITY OF CALEXICO

By: 

By: _____

Print Name: CARLOS T. GONZALEZ

Print Name: _____

Print Title: SUPERINTENDENT

Print Title: _____

EXHIBIT A
SCOPE OF SERVICES

The City shall:

1. Develop an infrastructure that will allow the District's students to easily access and use the Library's electronic and print resources through the use of the Camarena Memorial Library Card ("Library Card"). The Library Card will have the following borrowing privileges:
 - a. Access Books
 - b. Access other resources like computers, equipment and connectivity.
 - c. Other type of multimedia, like videos or music.
 - d. Other educational resources available for instructional purposes.
 - e. _____
2. Use student records received from the District to create Library borrower accounts, which are deemed confidential under California Government Code Section 6267. Borrower accounts are the property of the Library. The Library will return or destroy student records after Library borrower accounts are created. Library borrower accounts are the property of and under the control of the City.
3. Work with the District to inform students and parents of the benefits and responsibilities of the Library Card, provide a method for parents/legal guardians to opt their child out of the Library Card, and keep students and families updated on Library Services.
4. Designate a Library Representative to represent the City for these Services and work directly with the District.
5. Work with the District to evaluate the Services.
6. Comply with the Confidential Data Exchange MOU (Exhibit "A-1") and Certificate of Compliance (Exhibit "A-2"). The records will include the student's name, address, telephone number, birthdate, gender, email address, school, grade, graduation date, and parent/legal guardian's contact information.

The District shall:

1. Support implementation of the Library Card initiative by providing the Library with the following directory information: (i) Student first and last name; (ii) Address; (iii) Telephone Number; (iv) Birthdate; (v) Gender; (vi) Email Address; (vii) School; (viii) Grade; (ix) Graduation Date; (x) Parent/Legal Guardian Contact Information; (xi) Student Identification Number; and (xii) Current class information assigned to the student .
2. Distribute the Library Card to students through its normal ID distribution procedures including replacement of lost or stolen ID cards throughout the academic year.
3. Work with the City to inform students and parents of the benefits and responsibilities of the Library Card, provide a method for parents/legal guardians to opt their child out of the Library Card, and keep students and families updated on Library Services.

4. Provide the Library with avenues to inform students and families of Library Services, including but not limited to, links on school online websites, material distribution, and attendance at school events such as back-to-school night.
5. Notify the Library of new students and changes to student contact information throughout the school year.
6. Designate a District Representative to represent the District for the Library's Services and to work directly with the Library.
7. Work with the City/Library to evaluate the Services.
8. Provide to the City/Library the digital records for students in grades K-12 for the purposes of creating Library borrower accounts, subject to the Confidential Data Exchange MOU (Exhibit "A-1") and Certificate of Compliance (Exhibit "A-2"). The records will include the student's name, address, telephone number, birthdate, gender, email address, school, grade, graduation date, and parent/legal guardian's contact information.

EXHIBIT A-1
CALEXICO UNIFIED SCHOOL DISTRICT
CONFIDENTIAL DATA EXCHANGE MOU

This Confidential Data Exchange MOU ("CDE") between the District and City is entered into, for the purpose of setting forth the terms and conditions under which the District will provide certain data to the City, as set forth herein.

Pursuant to Education Code section 49076, subdivision (a)(2)(E), the District may permit access to student records to organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering aid programs, or improving instruction;

The City has requested access to certain data in the possession of the District, and the City represents that it is an organization that may receive such data pursuant to Education Code section 49076, subdivision (a)(2)(E), and the District wishes to provide the City access to such data, subject to the terms and conditions hereof; and

The District expects to benefit from the study or studies being conducted by the City (as further described herein), and acknowledges the receipt of other good and valuable consideration from the City, as set forth herein;

In consideration of the terms and conditions of this CDE which are incorporated into this MOU by this reference, the parties agree as follows:

1. Purpose of CDE. The City is engaged in a study or studies ("Study") described in the Recitals of the MOU. In order to achieve these purposes, the City has requested that the District provide the following directory information: (i) Student first and last name; (ii) Address; (iii) Telephone Number; (iv) Birthdate; (v) Gender; (vi) Email Address; (vii) School; (viii) Grade; (ix) Graduation Date; (x) Parent/Legal Guardian Contact Information (xi) Student Identification Number; (xii) and Current class information assigned to the student .

This CDE is intended to comply with the requirements of Education Code section 49076 and section 99.31(a)(6) of Title 34 of the Code of Federal Regulations.

The City represents that the City will provide digital storage, management and retrieval of pupil records and/or digital educational software through which the City accesses, stores and uses pupil records as such terms are defined in Education Code section 49073.1 ("AB 1584"). Therefore, the Library shall comply with the requirements of AB 1584 as further described in Exhibit "A-2."

2. Transfer of Data. The District's Coordinator of Information Technology shall be the District's representative with respect to the District's obligations under this CDE. The District will only transfer data to the City using a secure network protocol (i.e. HTTPS, SFTP) or an alternative protocol selected by the City and approved by the District.

The City will be responsible for setting up any necessary hardware/software for such data transfer, and will bear the costs of creating and maintaining such hardware/software and the costs of data transfer, including by reimbursing

the District for the reasonable costs of accessing hardware/software and loading data thereto.

3. **Maintenance and Use of Data.** The City shall keep the data in a cloud-based storage service secure from unauthorized access. Once data has been electronically transferred to the cloud-based secure location, it will not be electronically transferred away from that location. No data will be stored on laptop computers or other portable computing devices or media. Access to the data will be restricted to the Library's Community Services Director and his/her designee(s) as "Authorized Users". Data can only be processed and analyzed in the following ways:
 - a. The Authorized Users must be physically using the machine that the data is stored on;
 - b. Authorized Users may remotely access the machine using remote desktop software. If the Authorized Users are processing and analyzing data through remote access, the City will limit remote access to the machine on which data is stored to only the Authorized Users.
4. The City shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of the data. Recipient will only use the data for purposes of the MOU. The City will conduct the Services in a manner that does not permit personal identification of parents, guardians or students by anyone other than representatives of the City. In publishing the results of the Services, the City will only report aggregate data and will not report any individual data, nor will data be reported in a manner that permits identification of any individual.
5. **Legal Obligations.** The City acknowledges that the data transferred under this CDE may contain confidential information which is protected from disclosure under applicable law ("Applicable Law"), including the federal Family Education Rights and Privacy Act (FERPA) and its implementing regulations (Code of Federal Regulations, Title 34, Part 99), the California Education Code, including but not limited to section 49062 thereof, et seq., the federal Health Insurance Portability and Accountability Act (HIPAA), the California Information Practices Act (Civil Code section 1798.3 et seq.), and any other applicable source of law. The City will comply with all Applicable Law with respect to its use and handling of the data. The City shall (a) instruct persons with access to confidential information about the requirements for handling confidential information, (b) notify such persons of the sanctions against unauthorized disclosure or use of confidential information, and (c) ensure that all such persons agree in writing to the same restrictions and conditions that apply to the City in this CDE with respect to such information.
6. **No Release of Data.** No confidential information may be released by the City to any third party. In the event of an unauthorized release of confidential information, the City will be responsible for complying with all data security breach obligations set forth in Applicable Law, and shall bear the cost thereof.

In the event that the City's research requires release of any pupil records (as that term is defined in Education Code section 49073.1) to a third party, the City shall (1) inform the District of the City's desire to release pupil records; (2) obtain the third party's agreement to the terms and conditions of the CDE and (3) obtain the District's written permission to make such release to the third party. Any violation of AB 1584 by a third party to whom the City

releases pupil records, whether in compliance with this section 6 or otherwise, shall entitle the District to indemnity by Recipient in accordance with section 10 hereof.

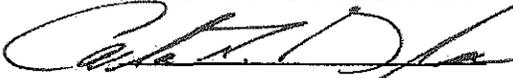
7. Term and Termination. This CDE shall be effective as to the terms of the MOU stated in Section 2.
8. Destruction of Data. Upon the earliest to occur of: (1) the completion of the Scope of Services, (2) the expiration of the term of MOU, or (3) the earlier termination of this CDE under the terms of section 6, the City will immediately destroy all personally identifiable information contained within the data and shall certify such destruction in writing to the District within thirty (30) days. If necessary to ensure the destruction of personally identifiable information or if requested by the District, the City will disable and purge data from any account(s) created pursuant to the terms of section 2.
9. No Assignment; Use of Subcontractors. The City shall not assign this CDE or any portion hereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this CDE. The City agrees to obtain written approval from the District prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
10. Injunctive Relief. The City hereby acknowledges that the District will suffer irreparable harm if the City breaches any of its obligations under this CDE, and that monetary damages will not be adequate to compensate the District for such breach. Therefore, if the City breaches its obligations under this CDE, the District shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce the terms of this CDE.
11. Fees and Cost. In the event the District is required to initiate litigation, arbitration, mediation or any other proceeding to enforce, interpret or otherwise obtain judicial relief in connection with this CDE to enforce, the District shall, if successful in any such proceeding, be entitled to recover from the City all costs and expenses relating to or arising out of such proceeding.
12. Entire CDE. This CDE is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

Dated: _____, 2019

Dated: _____, 2019

CALEXICO UNIFIED SCHOOL DISTRICT

CITY OF CALEXICO

By: 

By: _____

Print Name: Carlos Gonzalez

Print Name: _____

Print Title: Superintendent

Print Title: _____

EXHIBIT A-2
CERTIFICATE OF COMPLIANCE
FOR CALIFORNIA EDUCATION CODE SECTION 49073.1

THIS CERTIFICATE OF COMPLIANCE ("CERTIFICATE") IS ATTACHED TO AND IS INCORPORATED INTO THE CONTRACT DOCUMENTS ENTERED INTO BY AND BETWEEN THE CITY OF CALEXICO ("PROVIDER") AND CALEXICO UNIFIED SCHOOL DISTRICT ("DISTRICT"), BASED ON THE MEMORANDUM OF UNDERSTANDING WITH THE EFFECTIVE DATE OF _____, 2019 ("MOU").

Section 49073.1 of the California Education Code section 49073.1 requires incorporation of specific terms in contracts between the school district and a third party under which the purpose is, either or both:

- To provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
- To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the MOU.

The requirements and certifications of California Education Code section 49073.1 shall be incorporated into the MOU pursuant to this Certificate. This Certificate may delete from or modify the terms under the MOU. To the extent any such addition, deletion, or modification results in any conflict or inconsistency between the MOU and this Certificate, this Certificate shall govern and the terms of the MOU which conflict with this Certificate or are inconsistent with this Certificate shall be of no force or effect.

For purposes of this Certificate, the "**Provider**" is the entity identified above and the service provide under the MOU, and "**data**" is defined as any information supplied to the Provider by the District, including "**pupil records**", which shall mean information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Any violation or noncompliance with the terms under this Certificate will result in action against the Provider that may include the immediate cancellation of contracts, and/or legal action. Individual ignorance of these policies will not be weighed in the consideration of infractions.

- 1. DISTRICT PROPERTY.** All pupil records obtained, received, or viewed by the Provider still continue to be the property and under the control of the District. (§49073.1(b)(1).)
Agree: Yes No
- 2. LIMITED BY CONTRACT.** Provider will use the pupil records for only those purposes required by or permitted under the MOU. (§49073.1(b)(3).)
Agree: Yes No

- 3. PRIVACY.** Provider will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the organization will consider all data collected in the course of their duties to be the property of and under the control of the District, and protected and confidential. Release of this data can only be authorized by the District's authorized staff member, and state and federal law. (§49073.1(b)(8).)
 Agree: Yes No
- 4. REUSE.** Provider is prohibited from using personally identifiable information in pupil records to engage in targeted advertising. Provider shall only use the data for the purpose specifically permitted by the MOU. (§49073.1(b)(9).)
 Agree: Yes No
- 5. SECURITY.** Provider must present the actions it will take, including designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Provider understands that compliance with these security measures do not, in itself, absolve Provider of liability in the event of an unauthorized disclosure of pupil records or other data. (§49073.1(b)(5).)
 Agree: Yes No
- Security & Confidentiality Procedures Attached: Yes No
- 6. DELETION OF DATA.** Upon termination or expiration of the MOU, the Provider will permanently delete all District data from their system as allowed by state and federal law. Provider shall permit District to confirm that no pupil records are retained or available to Provider upon the termination of the MOU. Requirement for Provider to eliminate pupil records shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content. (§49073.1(b)(7).)
 Agree: Yes No
- 7. DEIDENTIFIED PUPIL RECORDS.** During the term and after termination or expiration of MOU, Provider *is permitted* to use deidentified information, including aggregated deidentified information, for only the following purposes: (i) to improve educational products, for adaptive learning purposes, and for customizing pupil learning; (ii) to demonstrate the effectiveness of the operator's products in the marketing of those products; and (iii) for the development and improvement of educational sites, services, or applications. (§49073.1(d)(5)(B).)
 Understand: Yes No
- 8. DISTRICT PROCEDURES.** Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information in the pupil's records and correct erroneous information, they shall follow the District's current process for review and shall be permitted to correct erroneous information accordingly. In the event of an unauthorized disclosure of a pupil's records, Provider shall work with District to notify the affected parent, legal guardian, or eligible pupil, using the District's current process and protocol for notification. (§49073.1(b)(4) & (6).)
 Agree: Yes No
- 9. PUPIL-GENERATED CONTENT (if applicable).** Pupils may retain possession and control of their own pupil-generated content, and Provider shall permit and assist

pupils to transfer their pupil-generated content to a personal account,
(§49073.1(b)(2).)

Agree: Yes No Not Applicable

As an authorized representative of my organization, I accept the conditions listed in this Certificate.

Certified by Provider:

CITY OF CALEXICO

Signed: _____

Print Name: _____

Title: _____

Date: _____

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

Work shall commence immediately upon execution of this MOU and upon the approval or ratification by the District's Governing Board. There is no estimated timeframe for completion of this program.

The Camarena Memorial Library Card accounts are for students attending schools located in the Calexico Unified School District ("District"). This process allows the District to gather permission and share that information with the Camarena Memorial Library ("Library"), which is then uploaded to a secure portal and used to produce Library Student Accounts.

Once issued to a student through circulation services at the Library, the Library Card can be used for 4 physical items and all online resources including eBooks, databases, and downloadable content. Students may receive the account number and password value through the District.

ACTIONS	WHO	ANTICIPATED DATE	COMPLETED DATE
Work with school district to collect student data through school information portal	Library	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Create approved school permission slip for portal	Library/District	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Upload permission slip to school portal or distribute in paper	District	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Download District student data to Excel spreadsheet and upload to Library secure portal	District	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Prepare data transfer and upload student data	Library	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Create strategy for informing students and families of the benefits and responsibilities associated with their student library card, method for parents to opt out of their child's card, and keeping students	Library/District	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20

and families updated on Library services			
Create Student Library Card Accounts and confirm student card number format and accounts are issued	Library	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Students receive Student Library Card Account number and password	Library	During first semester of Fiscal year 19-20	During first semester of Fiscal year 19-20
Provide Information about library resources	Library	Scheduled throughout the school year	
Notify Library of new students and/or changes to student contact information throughout the school year	District	Scheduled as needed	